

# Multi-Property Auction

**Great  
Development  
Opportunity!**

**Vacant  
Commercial Lots  
in Downtown  
Gatlinburg**



**Lot #1: 0.14± Acres  
Lot #2: 1.4± Acres**

**Zoned  
C-2**



**On-Site: Front of Lot #1, 332 Baskins Creek Rd  
Gatlinburg, TN 37738**



**Thursday, September 19 • 2 PM EST  
LIVE & ONLINE:**

**Lots Offered Individually & In Combination**

**Bid Online NOW at [TNAuctionPro.com](http://TNAuctionPro.com)**

The property is well suited for commercial attractions, businesses, condominiums, apartments, housing, hotels, motels, retail, entertainment & other commercial uses!

**Near Pigeon Forge &  
Great Smoky Mountains**

- Horseback riding, hiking, fishing, boating & mountain biking

**Walking distance from  
Ripley's Aquarium**

**Directions:**

From Pigeon Forge:  
US Hwy 441 S / US Hwy 321.  
Left on Cherokee Orchard Rd. Left on Baskins Creek Rd. Property on Right at Tidwell Dr & Filbert LN, Gatlinburg, TN 37738.

**Short Distance From:**

- Dollywood
- Sky Lift Park, Mountain Coaster & Space Needle
- Hollywood Star Cars Museum
- Ole Smoky Moonshine

**United  
Country  
Real Estate**

**Blue Ridge Land  
& Auction Co., Inc**

**540-239-2585  
TNAuctionPro.com**



Matt Gallimore, Auctioneer  
Broker TN Lic. #7095  
[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**TERMS:** Subject to Seller Confirmation. Lots sold with reserve. Earnest Money Deposit of \$25,000 per lot or \$50,000 for both lots required on September 19<sup>th</sup>, 2019. 10% Buyer's Premium, 45 Day Close. Subject to Seller Confirmation. Download Bidder Information Pack for complete terms & conditions, purchase contract, maps, & restrictions. Zoning Description included in bidder packet. Live Auction Bidding & Registration: Registration will begin at 12 Noon EST. Form of photo identification required such as Driver's License or Passport. Bid & Register online at [TNAuctionPro.com](http://TNAuctionPro.com). See website for more information. Each franchise is independently owned & operated.



**Blue Ridge Land  
& Auction Co., Inc**

## TERMS OF AUCTION

**AUCTION FOR** – William Cox, Mary Alice Cox

**LIVE AUCTION LOCATION** – 330 Baskins Creek Rd; Gatlinburg, TN 37738

**OR Bid Online at** [www.TNAuctionPro.com](http://www.TNAuctionPro.com)

**AUCTION DATE** – Thursday September 19<sup>th</sup>, 2019 at 2 pm

**AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 629 West Main Street, Abingdon VA 24210 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**Offering** – Two Lots individually then in combination. ***Lot #'s shown on maps for auction purposes only. Legal Descriptions will be used in final contract.***

**Lot # 1.** Tax Map – 078 126N K 006.00 000:

Plat Book 6 Page 89: Deed Book 488 Page 536, Tract Two: +- .14 AC

**326 and 330 Baskins Creek Road; Gatlinburg TN 37738**

**Lot # 2.** Tax Map – 078 126N K 007.00 001, 078 126N K 007.00 000, (.96 AC per Tax Card)

and 078 126N K 007.01 000, .11 Acre per survey

Deed Book 488 Page 536, Tract One; and Deed Book 488 Page 659

Total Approximate Acreage = +- 1.4 Acre per Legal Description / Title Opinion

**332, 334, 336, 338, and 340 Baskins Creek Road; Gatlinburg TN 37738**

**\*Note Legal Description in Title Opinion and Tax Card differ in Acreage for Lot # 2, Auctioneer is providing information gathered from sources but expects bidders to complete their own due diligence to own satisfaction prior to bidding. Property is being sold by the boundary, not the acre.**

**\*\*\* Each Lot will be offered individually then in combination. Opening bid for combination will be sum of Lot # 1 and Lot # 2 high bids plus a 5% increase. 5% Increase is independent of 10% Buyer Premium added to final bid(s) to arrive at a final contract price.**

### **General Terms and Conditions**

**10% Buyer's Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close within 45 days. Sold "Subject to Seller and / or Lender Confirmation". Earnest Money Deposit is \$25,000 per tract.**

**BIDDER REGISTRATION** – **Registration begins at 12 Noon** on Auction Day, or online prior to auction at

[www.TNAuctionPro.com](http://www.TNAuctionPro.com)

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AGENCY DISCLOSURE** – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COPYRIGHT FOR AUCTION** – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** – Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered **"AS IS, WHERE IS, WITH ALL FAULTS."** To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**SALE CONTRACT** – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. **This is a cash sale and not contingent upon any matter, including Buyer obtaining financing.** Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

**EARNEST MONEY DEPOSIT** – Purchaser will be required to make a **\$25,000 per tract Earnest Money on September 19, 2019.** The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

**TITLE** - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.



**DISPUTE RESOLUTION** – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Sevier in the State of Tennessee.

**MISCELLANEOUS** – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer's written revision or announcement at the Auction.

**Bidder Acknowledgement** – By signing below you hereby agree to the **Terms of Auction**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

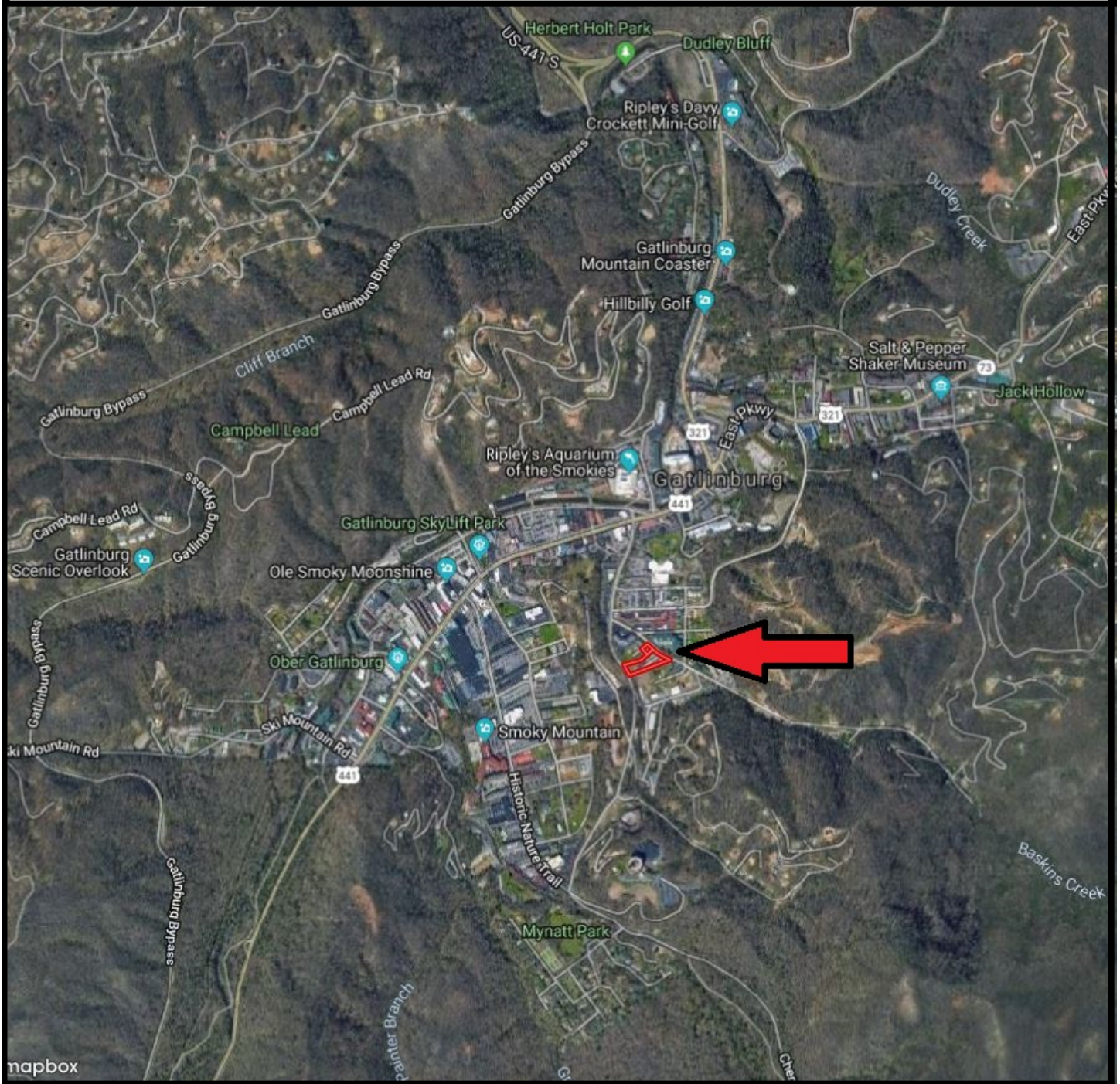
Email \_\_\_\_\_

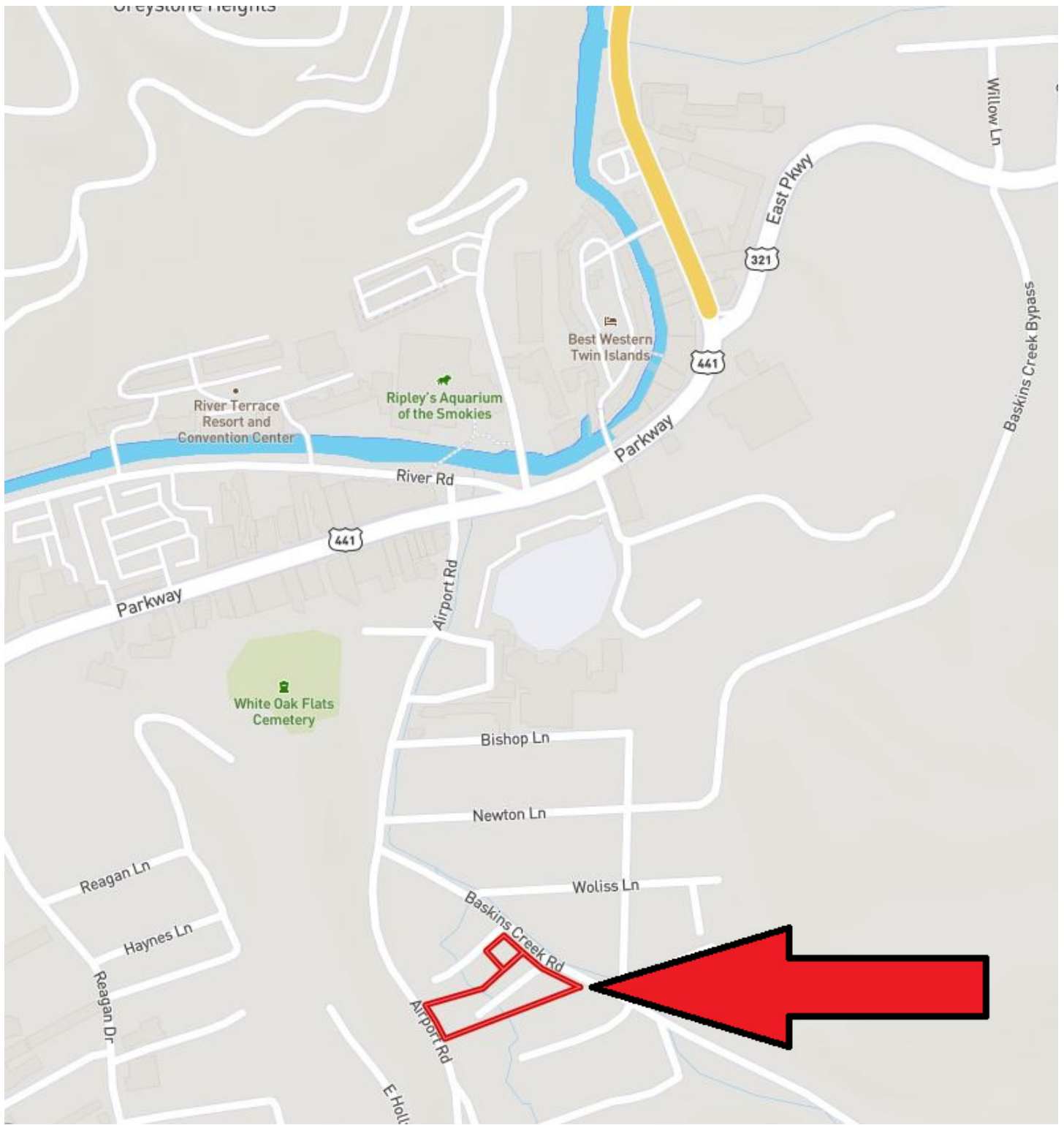
# Aerial Map





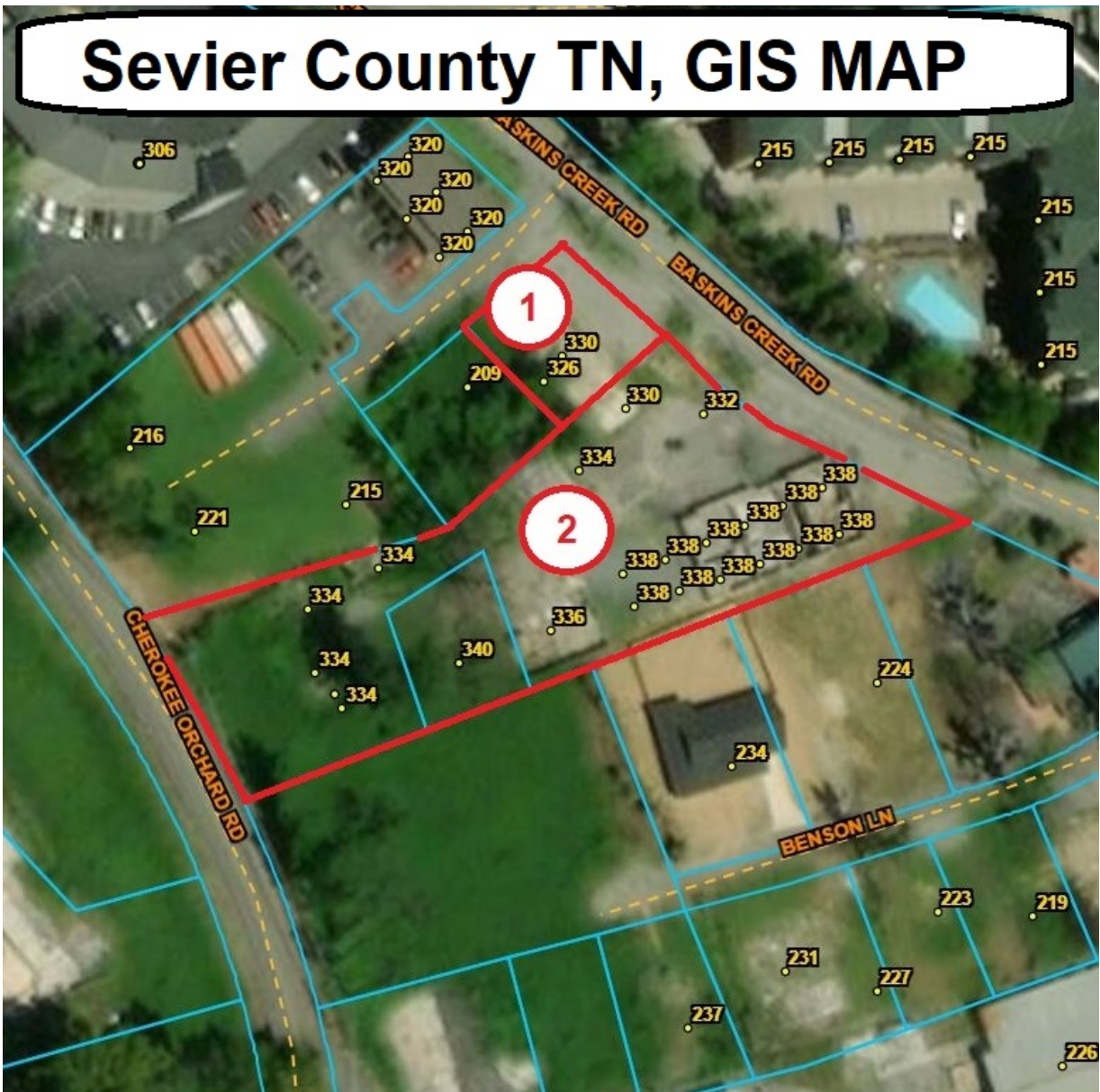
# Aerial Street Map







# Sevier County TN, GIS MAP



**Auction will offer each lot individually and in combination.  
Lot #'s are for Auction Purposes. Legal Description below.**

**Lot # 1.** Tax Map – 078 126N K 006.00 000:

Plat Book 6 Page 89; Deed Book 488 Page 536, Tract Two: +- .14 AC

**326 and 330 Baskins Creek Road; Gatlinburg TN 37738**

**Lot # 2.** Tax Map – 078 126N K 007.00 001, 078 126N K 007.00 000, (.96 AC per Tax Card)

and 078 126N K 007.01 000, .11 Acre per survey

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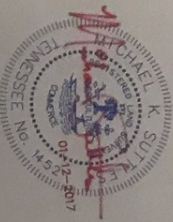
**\*Note Legal Description in Title Opinion and Tax Card differ in Acreage for Lot # 2, Auctioneer is providing information gathered from sources but expects bidders to complete their own due diligence to own satisfaction prior to bidding. Property is being sold by the boundary, not the acre.**



1. BENEFITS SHOWN HEREIN ARE BASED ON GRID NORTH, TN, AND AT
2. PARCEL NUMBERS PERTAIN TO SEVEN COUNTY TAX MAPS.
3. UNDERGROUND UTILITY LOCATIONS WERE TAKEN FROM FIELD LOCATIONS AND ARE APPROXIMATE. COOPERATING AGENCIES ARE RECOMMENDED TO VERIFY ANY CONSTRUCTION ON THIS PROPERTY.
4. PROPERTY IS ZONED COMMERCIAL "C-2".  
BUILDING SETBACK REQUIREMENTS ARE:  
FRONT 15'  
SIDE 0'  
REAR 0'

1. CONFIRM THAT THIS SURVEY MEETS OR EXCEEDS THE REQUIREMENTS OF A CATEGORY 1 SURVEY AND THAT THE SURVEY IS CONDUCTED IN ACCORDANCE WITH THE MEASUREMENTS OF BEST PRACTICES FOR THIS TYPE OF SURVEY.

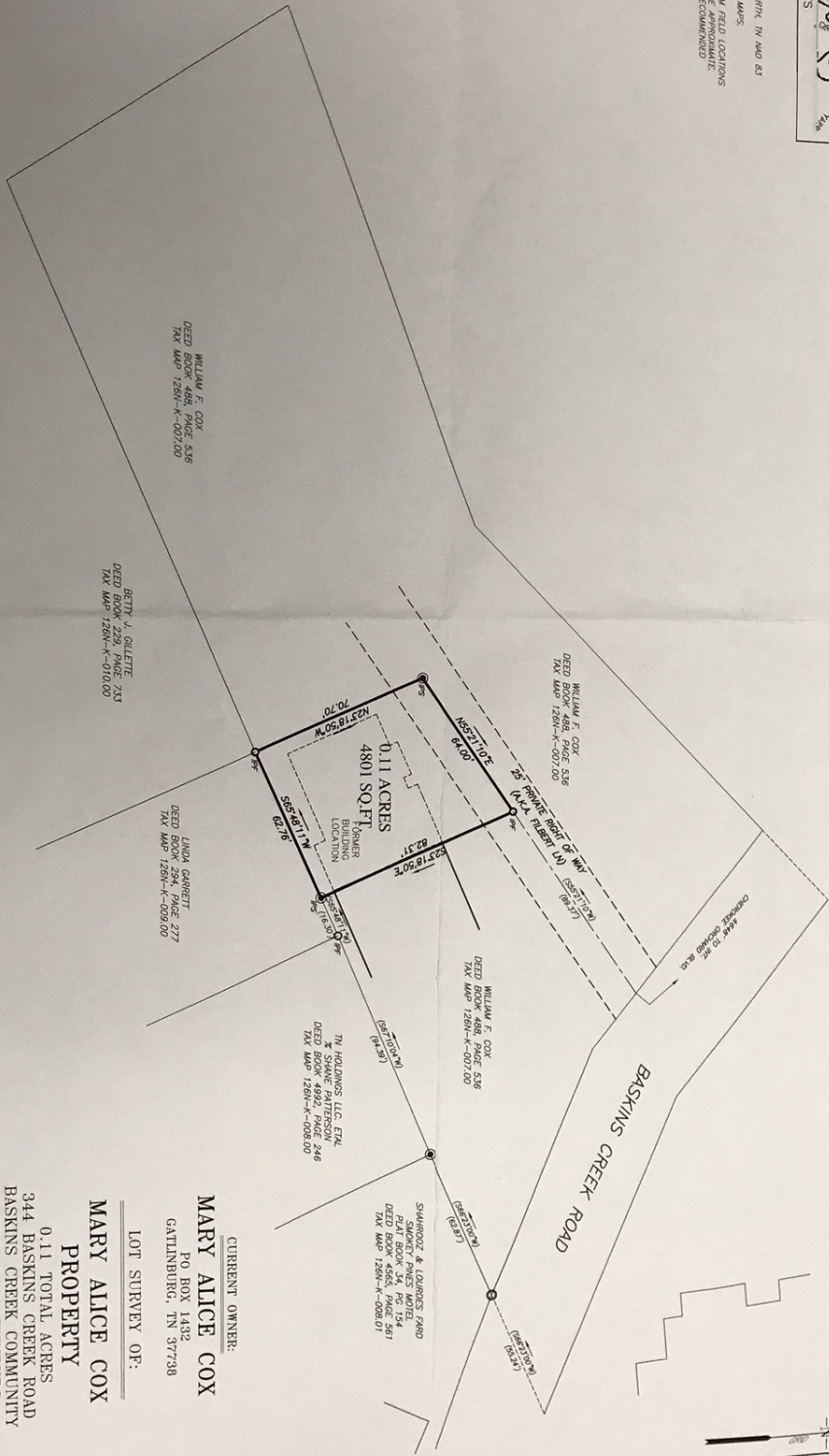
CERTIFICATION AND SIGNATURE VOID  
IF NOT SIGNED & DATED IN RED



Michael  
Sutles

LAND SURVEYING SERVICES

3200 LEASHER LANE  
PIGEON FORGE, TN 37863  
PHONE: (865) 804-4500



WILLIAM F. COX  
DEED BOOK 488, PAGE 536  
TAX MAP 126N-K-007.00

BETTY J. GILLETTE  
DEED BOOK 229, PAGE 733  
TAX MAP 126N-K-010.00

LINDA GARRETT  
DEED BOOK 294, PAGE 277  
TAX MAP 126N-K-009.00

TN HOLDINGS LLC, ETAL  
 & SHANE PATTERSON  
 DEED BOOK 4992, PAGE 24  
 TAX MAP 126N-K-008.00

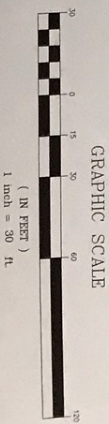
WILLIAM F. COX  
DEED BOOK 488, PAGE 536  
TAX MAP 126N-K-007.00

SHAHROOZ & LOURDES FARD  
SMOKEY PINES MOTEL  
PLAT BOOK 34, PG 154  
DEED BOOK 4565, PAGE 561  
TAX MAP 126N-K-008.01

CURRENT OWNER:  
MARY ALICE COX  
PO BOX 1432  
GATLINBURG, TN 37738

LOT SURVEY OF:  
MARY ALICE COX  
PROPERTY

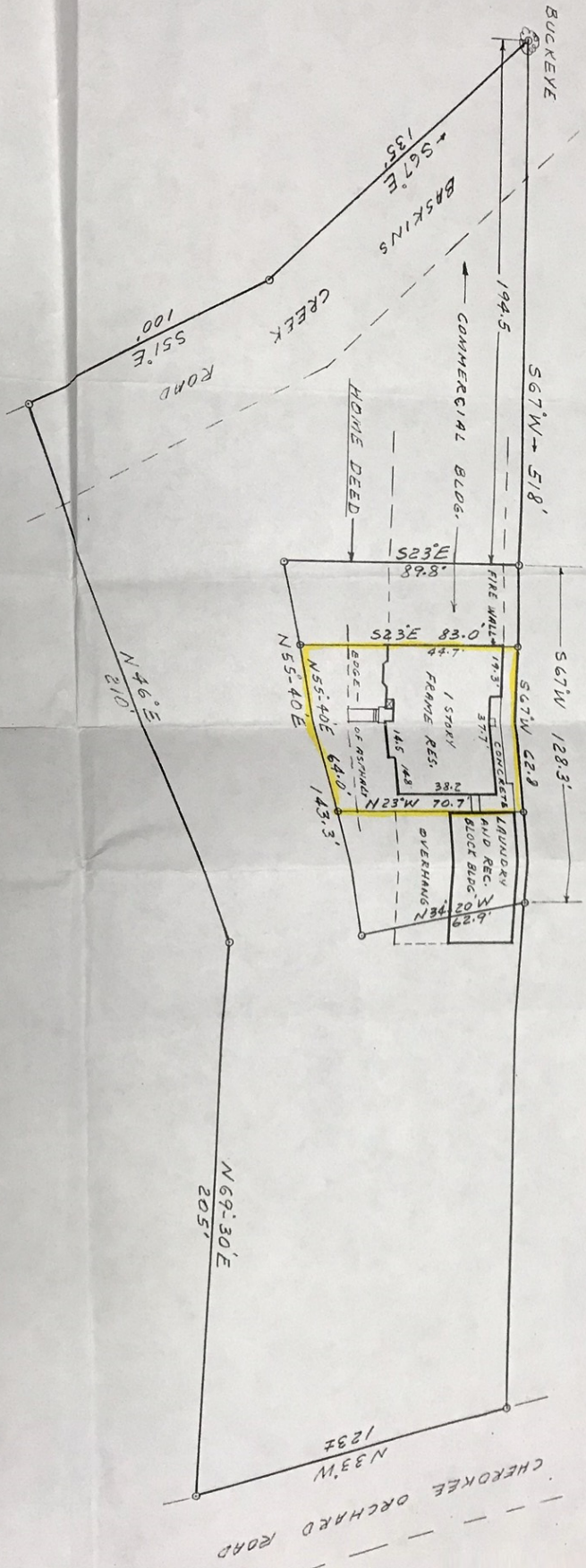
0.11 TOTAL ACRES  
344 BASKINS CREEK ROAD  
BASKINS CREEK COMMUNITY  
CITY OF GALLIUMBOG  
DISTRICT 11 OF SEVIER COUNTY, TENNESSEE  
DEED BOOK 488, PAGE 659  
TAX MAP 126N, GROUP K, PARCEL 7.01  
SCALE 1" = 30' DATE: 12 JANUARY 2018





MAG. NORTH

# ARTHUR OGLE SUBDIVISION

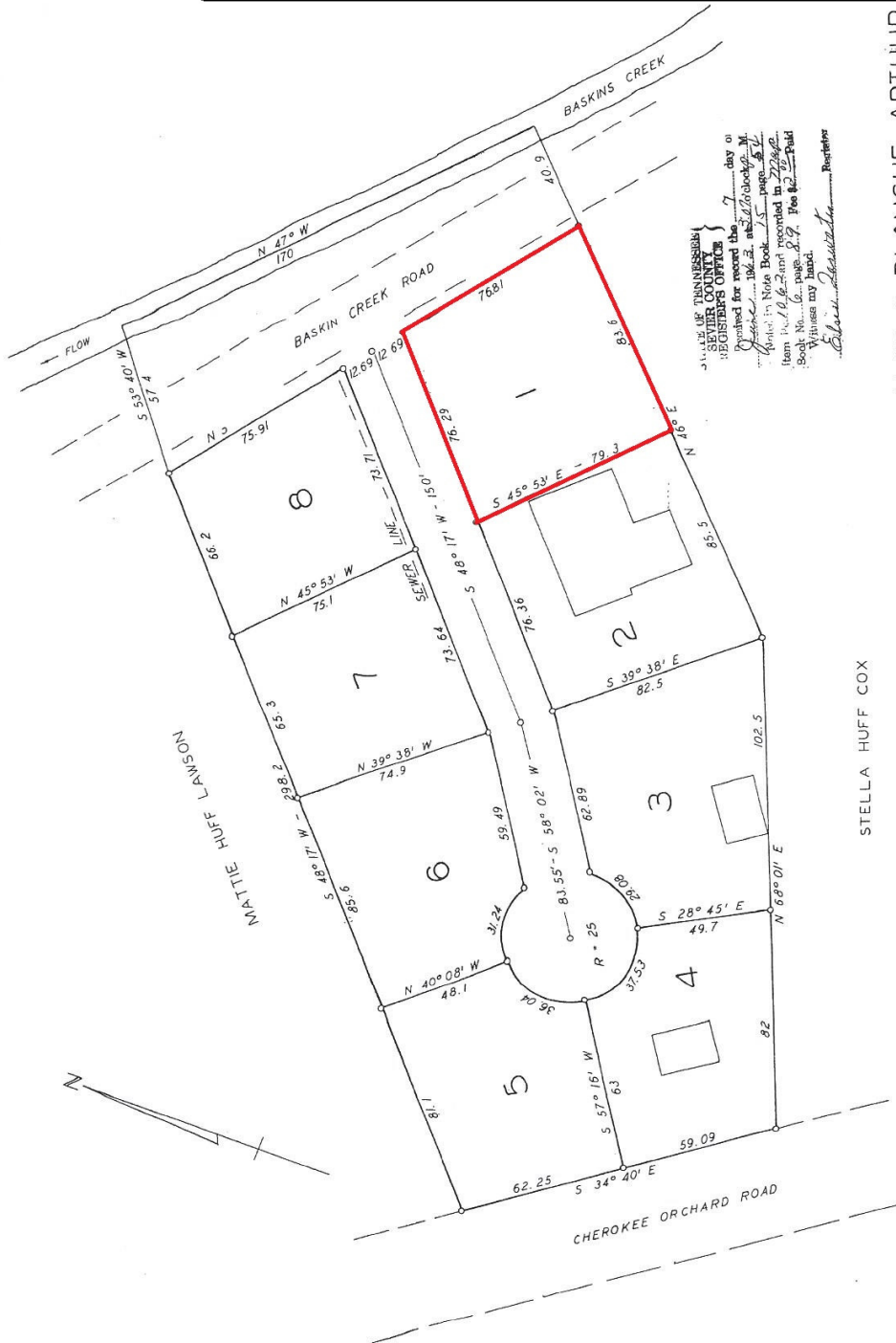


NOTE:  
THIS MAP PREPARED FROM  
DEEDS AND PARTIAL SURVEY



PROPERTY OF  
WILLIAM H. COX  
AND  
MARY ALICE COX  
CITY OF GATLINBURG  
DIST 11 - SEVIER COUNTY - TENN  
SCALE 1"=40' - AUG. 24, 1992

# Survey Lot # 1 - +- .14 AC



STATE OF TENNESSEE  
SEVIER COUNTY  
REGISTER'S OFFICE  
Received for record this 7 day of  
June 1963 at 1:00 p.m.  
Filed in Note Book recorded in 2222  
Item No. 12, page 29. Fee \$2.00 Paid  
Witness my hand.  
Charles H. Hester, Register

JACK & BLANCHE ARTHUR  
- CITY OF GATLINBURG -  
DISTRICT 11, SEVIER COUNTY, TENN.  
MAY 22, 1963

20 10 0 20 40 60

James J. Hester  
COUNTY SURVEYOR

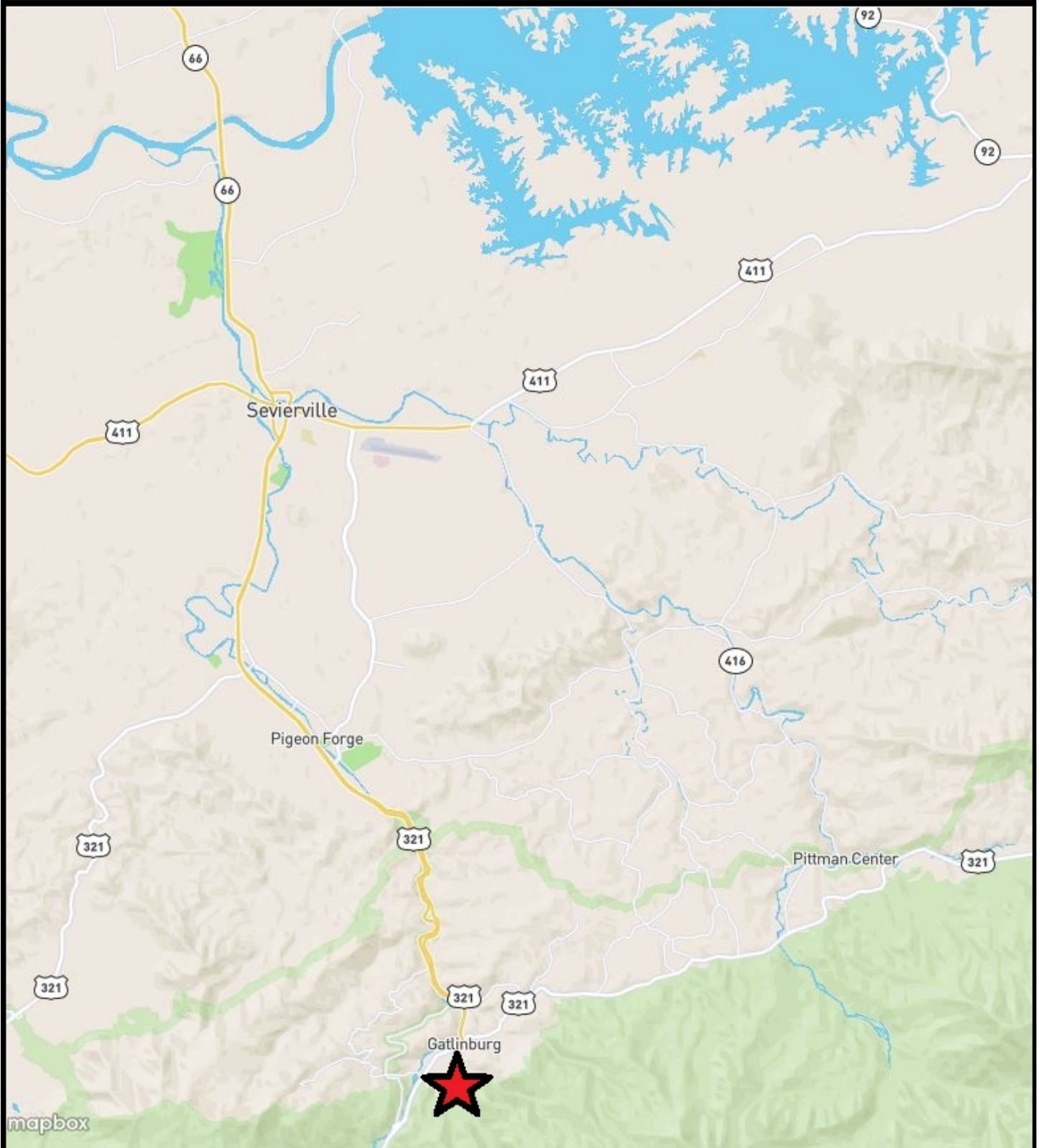
STELLA HUFF COX

This is to certify that this plat  
is approved for recording with the  
Register of Deeds of Sevier County.  
By: W. W. Hester, County Manager  
May 27, 1963

NOTE: IRON PINS ON ALL CORNERS.  
TOTAL AREA - 1.42 A.



# Location Map



DISCLAIMER: THIS MAP IS FOR PROPERTY TAX ASSESSMENT PURPOSES ONLY. IT WAS CONSTRUCTED FROM PROPERTY INFORMATION RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS, AND IS NOT CONCLUSIVE AS TO LOCATION OF PROPERTY OR LEGAL OWNERSHIP.

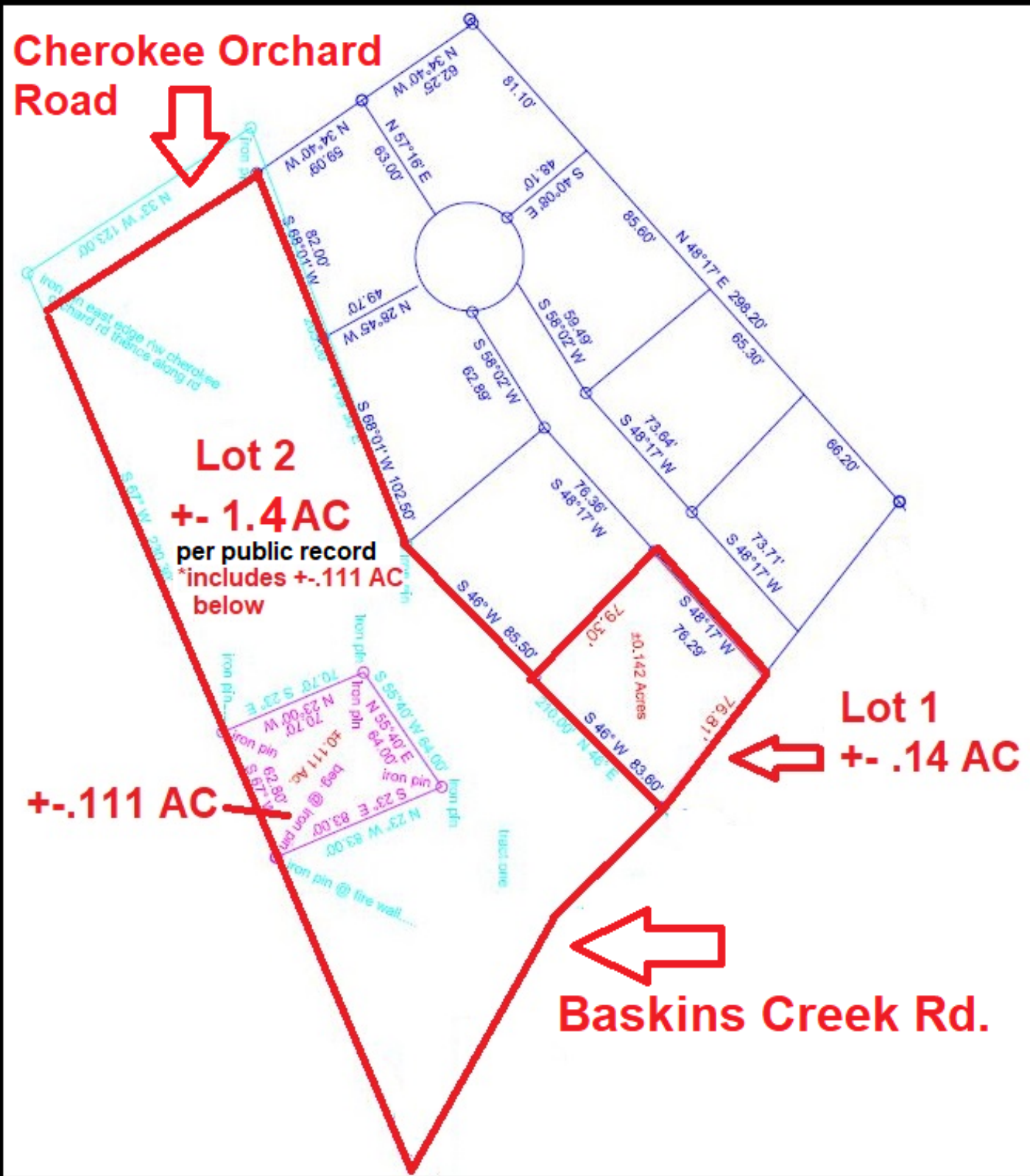


**NOTICE:** A tax map has no legal standing other than the assessment of taxes. It cannot be used to establish boundary lines or transfer and convey property. A Land Surveyor licensed to practice Land Surveying in the State of Tennessee should be retained for all questions of boundary and/or location of lot lines.

7



**Metes and Bounds - Taken from Deeds. This is an illustration only and was used to show boundary. Bidders are encouraged to do their own diligence.**



**706. C-1 Tourist Commercial District.** It is the intent of this district to establish an area for concentrated general business development that the general public requires. The requirements are designed to protect the essential characteristics of the district by promotion of business and public uses which serve the general public and to discourage industrial and wholesale development which do not lend themselves to pedestrian traffic. Due to the heavy volume of pedestrian traffic and congestion and in order to promote the orderly flow of visitors and to enhance the safety of both pedestrian and vehicular traffic flow, the outdoor display and sale of merchandise within the front yard setback in the C-1 zone is prohibited. In addition, personal solicitation for businesses, the rendering of services and all other commercial activity including vending machines, are also specifically prohibited outside within the front yard setback. In order to achieve the intent of the C-1 (Tourist Commercial) District, as shown on the Zoning Map of the City of Gatlinburg, Tennessee, the following uses are permitted:

**706.1 Residential dwellings.**

**706.2 Stores and shops conducting retail business, "excluding tattoo parlors/studios, pawn shops, body piercing establishments, and flea markets.**

**706.3 Personal, business, and professional services, excluding junkyards, auto repair garages, etc., and other similar uses.**

**706.4 Public buildings and uses upon review of the Gatlinburg Regional Planning Commission.**

**706.5 Signs as regulated under Article IV.**

**706.6 Parking lots and garages.**



**706.7 Lodges and clubs, hotels and motels, restaurants, and similar services.**

**706.8 Commercial Planned Unit Developments involving recreational uses and accompanying service uses such as theatres, miniature golf courses, swimming pools, major amusements, and similar uses.**

**706.9 Tourist Residence**

**706.10 Farmers Markets. For the purposes of this ordinance a “Farmers Market” shall be defined as: A cultural activity where a common facility or area is utilized and local farmers/growers gather on a regular, recurring basis to sell a variety of fresh fruits, vegetables, produce, baked goods, fresh-cut flowers, and plants from independent stands directly to consumers, and consisting of no less than six (6) individual vendors. The term “local” farmers/growers shall consist of only farmers/growers who are residents of Sevier County and/or surrounding counties.**

**1. Accessory Uses for Farmers Markets shall include: Live acoustical music, educational programs and demonstrations, children’s programs and activities. A single kiosk/booth, operated by the farmer’s market managing agency, in which community and area information is distributed and where consumable food items can be purchased by patrons provided said kiosk/booth is approved by the Sevier County Health Department. In addition, arts and crafts exhibitions may be permitted as an accessory use provided the following conditions are met:**

**No more than ten (10) crafters may be permitted to demonstrate during the operating hours of any approved Farmer’s Market;**

**Crafters may be permitted to sell their craft but only while demonstrating and may not demonstrate or sell goods outside the operating hours of any approved Farmer's Market;**

**Demonstrating crafters must be a Gatlinburg resident and/or have a shop within the City Limits, where their goods are being sold.**

**Farmers Markets and their accessory uses shall be permitted provided the following provisions and conditions are met:**

**A. Permit Requirements**

**1. All market locations shall be approved by the Municipal Planning Commission. An application for approval shall be submitted to the Planning Commission 15 days prior to a regular scheduled Planning Commission Meeting date. All applications must be submitted and approved a minimum of one (1) month preceding the proposed opening date of the market. 2. No farmers market shall be permitted to operate without the approval of the Municipal Planning Commission and an annual Farmers Market permit from the Planning and Building Inspections Department of the City. Farmer's market permits shall be non-transferable and will be required on an annual basis for each farmer's market location.**

**3. A permit fee of \$100 will be required for each market location and will be required annually with each permit request. An approval covers one harvest season, running from April 1st through November 30th. The approval is issued based on the location of the market. If a market chooses to move locations, a new application and approval fee shall apply. Fees are subject to change.**

**B. Location**

**1. Farmers markets and their accessory uses shall only be located in commercial districts which specifically allow such uses as established in the Municipal Zoning Ordinance.**

**2. The market shall not block any drive aisle extending from a major or collector street. Vendors and/or market managers must take every reasonable precaution to protect the safety of the customers from traffic and other hazards.**

**3. There shall be a minimum separation of 3,000 feet between permitted farmers markets.**

### **C. Site Plan Requirements**

**1. A Site Plan must be submitted to Municipal Planning Commission for review and approval. The Site Plan shall include the following: Vicinity Map, location of all facilities (such as tents, canopies, vendor displays, etc.) and accessory uses, parking areas for vendor cars and trucks, public walkways, parking areas (including any off-site parking) for customers including handicap parking, toilet facilities, temporary water and electric utilities (if any), garbage container locations, signs and sign locations, a emergency access plan which also depicts fire hydrant locations. The site plan shall also contain all necessary signatures of approval from Utility Department, Fire Department, and Sevier County Health Department (if applicable). All aspects of the Site Plan must be in compliance with all applicable building codes including ADA. Access to existing fire hydrants must be maintained and shown on the Site Plan.**

**If the farmer's market site is to contain any type of permanent structure(s) then the Site Plan shall be designed by a licensed professional architect, engineer and/or surveyor. However, if the farmers market site is to remain temporary in nature and contain no permanent structures then the Site Plan may be designed without the seal of a professional architect, engineer and/or surveyor as long as the Site Plan is drawn to scale. This provision shall be administered at the discretion of the Planning Department Staff.**

**2. A copy of the farmer's markets by-laws and any liability insurance policy that may be required by the property owner shall be provided to the City upon application for review and a farmer's market permit. All City sponsored farmers**

**market shall be required to obtain liability insurance with the City as an additional named insured and provide a copy of same to the City.**

#### **D. Parking**

**1. Two (2) parking spaces consisting of no less than 9' by 18' in size shall be required per vendor stall. This parking recommendation is in addition to any existing parking requirements for a shopping center or business, depending on where the market location is proposed.**

**2. Parking shall be located on the same site of the farmers market or maybe located off-site provided it is located within 500 feet of the main entrance and provided a copy of the parking agreement between the farmer's market management agency and the off-site property owner is provided to the City. Adequate and safe ingress and egress from the off-site parking area to the farmer's market location shall be provided by the farmer's market management agency.**

**3. Delivery trucks shall not occupy more than one parking space. Delivery trucks shall only be parked on the premises on the day of the market.**

**4. No handicap parking spaces or handicap access ramps shall be blocked by the operation of the market.**

**5. No parking shall occur on unapproved parking surfaces, such as, but not limited to, parking islands, medians, common open spaces, parkland, etc. All parking must occur on designated surfaces and areas.**

#### **E. Infrastructure**

**1. The markets shall consist of temporary, removable structures in specific areas designated on the approved site plan. Market set-up and removal must occur on the day of the operation.**

**2. Lighting shall only be utilized within the market if an overhead covering is installed, to light only vendor spaces and customer aisles. No lighting shall flood adjacent properties, or be utilized to light event signage.**



**3. Applicants shall contact the Gatlinburg Fire Department and Building Inspection Services Department to ensure site layout accommodates adequate Fire Department access and request an inspection of the premises if the structure warrants an inspection. The inspection and approval shall take place prior to the opening of the market.**

**4. Applicants shall be required to contact the Sevier County Health Department to gain all necessary inspections and approvals prior to the opening of the market if required by the Health Department.**

**5. The applicant shall be responsible for contacting the Tennessee Department of Revenue regarding market and vendor tax and business licensing requirements. All markets and vendors shall be responsible for ensuring compliance with all local, state and federal requirements associated with the farmer's markets use and establishment.**

**6. Copies of the applicable business license, permits and inspections shall be displayed in a conspicuous place on the day of the market.**

#### **F. Signage**

**1. Each market shall be allowed one (1) temporary banner sign at each entrance to the premises from the adjacent street giving access to the market. The banner shall be no larger than 32 square feet and may contain only pertinent market information such as the management company and sponsorship information, hours of operation and contact information. All banners shall be subject to setback and height restrictions, and permitting requirements of Sign Ordinance Provisions of the Municipal Zoning Ordinance, Article IV, Section 411.**

**2. The market entrance banners shall be permitted to be erected no more than 14 days prior to the initial opening date of the market. After the initial opening date, all market entrance banners shall then be temporary in nature and displayed only during the hours of operation. No signs shall be displayed on vehicles.**

**3. No sign shall impede the view of vehicular or pedestrian traffic.**

**4. Additional internal vendor signs shall be permitted at each vendor location within the farmers market provided the signs are no larger than four (4) square feet and only one sign is permitted per vendor. The vendor is also permitted**

product rate and price signs provided that all signs are displayed internally to market patrons, not visible to the adjacent public right-of-way areas, and do not exceed one (1) square foot in size.

#### **G. Operation**

1. Each market shall be permitted to operate from April 1st through November 30th.

2. Each market may only operate Saturdays between 7 a.m. and 12 noon. Market set-up shall not begin prior to 6 a.m. and market break down and clean-up shall be completed by 1 p.m.

3. If a market location is proposed for the parking lot of an existing business, written permission must be submitted by the property owner with the application. In that letter, the market management and the property owner must supply an official copy of the necessary insurance, if required, to operate a market on the premises.

4. Property owners are ultimately responsible for the clean-up of the market after closing.

5. The applicant is ultimately responsible for ensuring that all vendors have the appropriate documents to permit the vendor activity of a farmers market, as well as being responsible to ensure that all applicable guidelines are followed from the City of Gatlinburg, Sevier County Health Department and the State of Tennessee.

#### **H. Enforcement**

1. The City of Gatlinburg reserves the right to inspect all markets. If a market is found to be in violation of the terms of the permit and/or the guidelines above, a fine may be levied on the property owner and/or market management agency, after proper notice has been issued.

**2. All violations must be corrected within the same day when practical but no less than by the next market open date. Multiple or reoccurring violations, of which previous notice of violation has been given by the City, will result in revocation of the farmers market permit based on the sole discretion of the City.**

**3. A revoked permit shall not be reissued for a farmer's market agency within the same calendar year.**

**707. C-2 General Business District.** It is the intent of this district to establish business areas that encourage the groupings of compatible business activities in which parking and traffic congestion can be reduced to a minimum. In order to achieve the intent of the C-2 (General Business) district, as shown on the Zoning Map of the City of Gatlinburg, Tennessee, the following uses are permitted:

**707.1 Any use permitted in the C-1 District.**

**707.2 Hotels and motels.**

**707.3 Auto sales.**

**707.4 Funeral homes.**

**707.5 Public buildings upon approval by the Planning Commission.**

**707.6 Semi-public buildings and uses.**

**707.7 Travel trailer parks.**

**707.8 Lodges and clubs.**

**707.9 Wholesale business, warehouses, storage yards and buildings, and similar uses.**

**707.10 Auto repair garages and similar operations.**

**707.11 Hospitals.**

**707.12 Gasoline service stations provided that all structures, including underground storage tanks, shall be placed not less than twenty (20) feet from all property lines. Points of ingress and egress shall be not less than twenty-five (25) feet from intersection of street lines.**

**707.13 Tattoo parlors/studios provided that the building in which the service is being provided is located a minimum of 1000 feet from any public school and 200 feet from any church with an active congregation that meets on a regular basis.**

**707.14 Pawn shops as defined in T.C.A. 45-6-203.**

**707.15 Body piercing establishments as defined in T.C.A. 62-38-301, provided that the building in which the service is being provided is located a minimum of 1,000 feet from any public school, 200 feet from any church with an active congregation that meets on a regular basis, and 250 feet from any residence.**



JOHNNY D. KING  
PROPERTY ASSESSOR

MAP 126A GP K PAR 6.50

QUIT CLAIM DEED

SAME \_\_\_\_\_ PO \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That MARY ALICE COX (single), Party of the First Part, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, has bargained, sold, released, remised and quit claimed and does hereby bargain, sell, release, remise and quit claim unto WILLIAM HUFF COX (single), Party of the Second Part, all her right, title, claim and interest in and to the following described premises, to-wit:

SITUATE in the Eleventh (11th) Civil District of Sevier County, Tennessee, within the City of Gatlinburg, and being two (2) parcels on Baskins Creek described particularly as follows:

TRACT ONE: BEGINNING at an iron pin in the common line of the Arthur Ogle Subdivision property, said point being at a Buckeye in the Easterly edge of the right of way of Baskins Creek Road and being the Southeastern corner of this tract; thence continuing along the common line of the Arthur Ogle Subdivision property S 67 deg W, 224.9 feet to an iron pin at the "fire wall" separating this tract from the residential house and lot; thence continuing along the common line of the residential house and lot the following: N 23 deg W, 83.0 feet to an iron pin; S 55 deg 40 min W, 64.0 feet to an iron pin; and S 23 deg E, 70.7 feet to an iron pin in the common line of the Arthur Ogle Subdivision property; thence continuing along the latter line S 67 deg W, 230.3 feet to an iron pin in the Easterly edge of the right of way of Cherokee Orchard Road; thence continuing along said edge of the right of way N 33 deg W, 123 feet more or less to an iron pin; thence N 69 deg 30 min E, 205 feet to an iron pin; thence N 46 deg E, 210 feet to an iron pin in the Easterly edge of the right of way of Baskins Creek Road; thence continuing along said edge of the right of way the following: S 51 deg E, 100 feet to an iron pin; and S 67 deg E, 135 feet to the point of BEGINNING.

This conveyance is subject to the existing driveway from Baskins Creek Road for easement of right of way jointly serving the residential house and lot. This conveyance is also subject to the right of way of Baskins Creek Road.

For title reference is hereby made to deeds of record in WD Book 150, Page 425, and WD Book 140, Page 104, of record in the Sevier County, Tennessee, Register's Office.

TRACT TWO: BEING all of that property conveyed to William H. Cox (one and the same person as William Huff Cox) by warranty deed of Jack A. Arthur and wife, Blanche Huff Arthur, dated May 29, 1963, of record in the Sevier County, Tennessee, Register's Office in WD Book 141, Page 239, to which reference is hereby made for more particular description.

This conveyance is in compliance with judgment awarding this property to William Huff Cox in Sevier County, Tennessee, Circuit Court Cause No. 89-594.

with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to the said land forever. 536

Lot # 2

Lot # 1

WITNESS my hand this 9<sup>th</sup> day of December, 1992.

Mary Alice Cox  
Mary Alice Cox

STATE OF TENNESSEE  
COUNTY OF SEVIER

Before me, the undersigned authority, personally appeared the within named bargainor, MARY ALICE COX, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said State and County, this 9<sup>th</sup> day of December 1992.

Lea O. Pender  
Notary Public  
My commission expires: 4/17/95

Person or agency responsible  
for payment of taxes:

Name: Cox  
Address: Same

I, or we, hereby swear or affirm that the actual consideration for this transfer, or value of the property or interest in property transferred, whichever is greater, is Divorce, which amount is equal to or greater than the amount which the property or interest in property transferred would command at a fair voluntary sale.

Affiant

Subscribed and sworn to before me this the \_\_\_\_ day of \_\_\_\_, 19\_\_

Notary Public or Register

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing instrument and Certificate were noted in  
Note Book 49 Page 6 A. G. N. Book 1 M. 12-9 1992  
Item No. 270 W. O. Book 48 Page 336  
State Tax 8.00 Ct. House Fund 2.00  
Total 10.00 Receipt 692

Witness My Hand

Shirley Robertson Kuster

DEC 11 1992

JOHNNY D. KING  
PROPERTY ASSESSOR

MAP 1264 GP 15 PAR 6.00  
SAME Y PO       

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS: That WILLIAM HUFF COX, Party of the First Part, for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, has bargained, sold, released, remised and quit claimed and does hereby bargain, sell, release, remise and quit claim unto MARY ALICE COX, Party of the Second Part, all his right, title, claim and interest in and to the following described premises, to-wit: SITUATE in the Eleventh (11th) Civil District of Sevier County, Tennessee, within the City of Gatlinburg, and being that property described on attached sheet, marked Exhibit 1, and attached hereto for complete incorporation herein, with the hereditaments and appurtenances thereto appertaining, hereby releasing all claim to the said land forever.

WITNESS my hand this 24<sup>th</sup> day of November, 1992.

Person or agency responsible  
for payment of taxes:

Name Gatlinburg  
Address P.O. Box 1432

Gatlinburg, TN 37728

William H. Cox  
William Huff Cox

STATE OF TENNESSEE

COUNTY OF SEVIER

Before me, the undersigned authority, personally appeared the within named bargainor, WILLIAM HUFF COX, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal at office in said State and County, this 24<sup>th</sup> day of November, 1992.

Jerry H. McCarter  
Notary Public  
My commission expires: 5-13-93

or we have caused to be signed by the person whose name is written above for this transfer of title of the property of the  
transferring party to the transferee.  
Witness my hand and official seal at office in said State and County, this 24<sup>th</sup> day of November, 1992.

659



Jerry H. McCarter  
Attorney at Law  
221 Baskins Creek Rd.  
Gatlinburg, TN 37738

Notary Public, State of Tennessee



EXHIBIT 1

SITUATE in the Eleventh (11th) Civil District of Sevier County, Tennessee, within the City of Gatlinburg, and being the residential house and lot off Baskins Creek Road described particularly by plat prepared by George E. Dunn, RLS, No. , Sevier County, Tennessee, dated August 24, 1992, as follows:

The beginning point is an iron pin in the common line of the Arthur Ogle Subdivision property, said point being located 224.90 feet more or less in a S 67 deg W direction measured along the common line of the Arthur Ogle Subdivision property from a Buckeye in the Easterly edge of the right of way of Baskins Creek Road, said iron pin being the Southeastern corner of the property here conveyed and being at the "fire wall" separating the subject property and adjoining property; thence from the point of BEGINNING continuing along the common line of the Arthur Ogle Subdivision property S 67 deg W, 62.8 feet to an iron pin; thence with a new divisional line the following: N 23 deg W, 70.7 feet to an iron pin; thence N 55 deg 40 min E, 64.0 feet to an iron pin; and S 23 deg E, 83.0 feet to the point of BEGINNING.

Conveyed herewith and subject hereto is the existing driveway from Baskins Creek Road for easement of right of way serving the property here conveyed and the remainder of the surrounding property.

For title and Grantor's first right of refusal to purchase this property reference is hereby made to Sevier County, Tennessee, Circuit Court Cause No. 89-594.

This conveyance is in compliance with judgment awarding this property from William Huff Cox (one and the same person as William H. Cox) to Mary Alice Cox in Sevier County, Tennessee, Circuit Court Cause No. 89-594.

STATE OF TENNESSEE, SEVIER COUNTY

The foregoing instrument and Certificate were noted in  
Note Book 49 Page 11 at 4:41 clock P. M. 12-10-1992  
Book 387 Page 659  
Said instrument being recorded in Book 488 Page 659  
Total 10.00 Receipt 6379

Witness My Hand

*Sherry Robertson, Register*

Portion of  
Lot # 2



**SMOKY MOUNTAIN TITLE**  
**117 JOY STREET**  
**SEVIERVILLE, TN 37862**  
**(865) 908-9869**

July 9, 2019

Mr. William H. Cox  
756 Mize Road  
Seymour, TN 37865

RE: Baskins Creek Road, Gatlinburg, TN 37738

Dear Mr. Cox;

At your request we have examined the title to the property recorded in WD Book 488, Page 659, in the Register's Office for Sevier County, Tennessee, currently owned by Mary Alice Cox, a single person. After searching the records for the past thirty (30) years, the above named party currently has marketable title in fee simple to this property subject to the following exceptions as of 8:00 a.m., June 24, 2019.

1. Any discrepancies, overlaps, conflicts or shortages of description, or any defects in the survey or defects revealed by an on site inspection of the property are hereby excepted.

2. This report is subject to the correctly indexed records of the Register's Office for Sevier County, Tennessee at Sevierville, and any errors therein are hereby excepted.

3. Exception is also made to any Zoning Regulations, or to any deeds, liens, leases, encumbrances, boundary line agreements, boundary line disputes, tax liens or judgments which may exist, but are not of record in the Register's Office for Sevier County, Tennessee at Sevierville.

4. In the event real property is subdivided resulting in a new tract of less than five acres, the approval of the Sevier County Planning Commission may need to be obtained.

5. This conveyance is made subject to all notes, matters, all notations, all applicable restrictions, building setback lines, all existing easements, right-of-ways and all other conditions as shown of record in the said Register of Deeds Office.

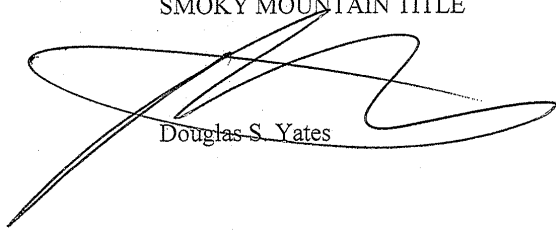
6. Subject to right of First Refusal reserved by William Huff Cox per Divorce Decree Circuit Court No. 89-594 of record in WD Book 488, Page 659 and Book 2086, Page 821, in the said Register's Office.

7. Tax Map: 126N Group: K Parcel: 007.01: 2018 County Taxes are paid in the amount of \$233.00, Receipt #17258; 2018 City Taxes are paid in the amount of \$20.00, Receipt #1674; Subsequent years are a lien on this property

This title examination is issued for the sole use and benefit of William H. Cox.

Sincerely,

SMOKY MOUNTAIN TITLE



Douglas S. Yates

DSY:th

**EXHIBIT "A"**

**SITUATE** in the Eleventh (11<sup>th</sup>) Civil District of Sevier County, Tennessee, within the City of Gatlinburg, and being the residential house and lot off Baskins Creek Road described particularly by plat prepared by George E. Dunn, RLS, Sevier County, Tennessee, dated August 24, 1992, as follows:

**BEGINNING** at a iron pin in the common line of the Arthur Ogle Subdivision property, said point being located 224.90 ft., more or less, in a South 67 deg. West direction measured along the common line of the Arthur Ogle Subdivision property from a Buckeye in the Easterly edge of the right of way of Baskins Creek Road, said iron pin being the Southeastern corner of the property here conveyed and being at the "fire wall" separating the subject property and adjoining property; thence from the POINT OF BEGINNING, continuing along the common line of the Arthur Ogle Subdivision property, South 67 deg. West, 62.8 ft. to an iron pin; thence with a new divisional line the following: North 23 deg. West, 70.7 ft. to an iron pin; thence North 55 deg. 40 min. East, 64.0 ft. to an iron pin; South 23 deg. East, 83.0 ft. to the **POINT OF BEGINNING**.

**CONVEYED** herewith and subject hereto is the existing driveway from Baskins Creek Road for a easement of right of way serving the property here conveyed and the remainder fo the surrounding property.

For title and Grantor's first right of refusal to purchase this property reference is hereby made to Sevier County, Tennessee, Circuit Court Cause No. 89-594.

**BEING** the same property conveyed to Mary Alice Cox, by Quit Claim Deed, from William Huff Cox, dated November 24, 1992, of record in WD Book 488, Page 659, in the Register's Office for Sevier County, Tennessee.

**SMOKY MOUNTAIN TITLE**  
**117 JOY STREET**  
**SEVIERVILLE, TN 37862**  
**(865) 908-9869**

July 9, 2019

Mr. William H. Cox  
756 Mize Road  
Seymour, TN 37865

RE: 330 Baskins Creek Road, Gatlinburg, TN 37738  
Lot 1, Jack & Blanche Arthur Property

Dear Mr. Cox;

At your request we have examined the title to the property recorded in WD Book 488, Page 536, in the Register's Office for Sevier County, Tennessee, currently owned by William H. Cox, a single person. After searching the records for the past thirty (30) years, the above named party currently has marketable title in fee simple to this property subject to the following exceptions as of 8:00 a.m., June 24, 2019.

1. Any discrepancies, overlaps, conflicts or shortages of description, or any defects in the survey or defects revealed by an on site inspection of the property are hereby excepted.

2. This report is subject to the correctly indexed records of the Register's Office for Sevier County, Tennessee at Sevierville, and any errors therein are hereby excepted.

3. Exception is also made to any Zoning Regulations, or to any deeds, liens, leases, encumbrances, boundary line agreements, boundary line disputes, tax liens or judgments which may exist, but are not of record in the Register's Office for Sevier County, Tennessee at Sevierville.

4. In the event real property is subdivided resulting in a new tract of less than five acres, the approval of the Sevier County Planning Commission may need to be obtained.

5. This conveyance is made subject to all notes, matters, all notations, all applicable restrictions, building setback lines, all existing easements, right-of-ways and all other conditions as shown of record in the said Register of Deeds Office.

6. Subject to a Deed of Trust from William H. Cox a/k/a William Huff Cox and wife, Cynthia Charlene Cox, to Tennessee State Bank, dated December 12, 2000, filed for record on December 12, 2000 in Book 1155, Page 497, in the principal sum of \$700,000.00, as Modified on March 31, 2003 of record in Book 1665, Page 134 to add \$23,201.64 additional monies, as Modified on February 24, 2010 of record in Book 3502, Page 786 to add \$75,000.00 additional monies, as Modified on May 20, 2013 of record in Book 4117, Page 494 to add \$42,000.00 additional monies, all of record in the said Register's Office.

7. Subject to a Second Mortgage Deed of Trust from William H. Cox a/k/a William Huff Cox and wife, Cynthia Charlene Cox, to Tennessee State Bank, dated March 15, 2002, filed for record on March 15, 2002 in Book 1411, Page 286, in the principal sum of \$150,000.00, as Modified on March 31, 2003 of record in Book 1665, Page 134 to add \$23,201.64 additional monies, as Modified on February 24, 2010 of record in Book 3502, Page 786 to add \$75,000.00 additional monies, as Modified on May 20, 2013 of record in Book 4117, Page 494 to add \$42,000.00 additional monies, all of record in the said Register's Office.

8. Subject to an Assignment of Leases, Rents Profits to Tennessee State Bank of record in Book 1414, Page 650 and Book 1665, Page 136, in the said Register's Office.

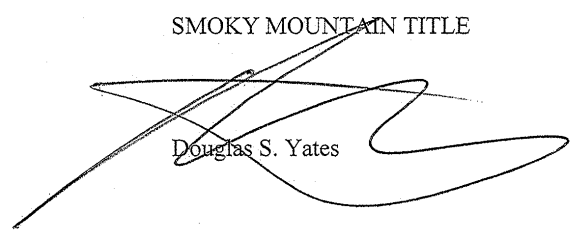
9. Subject to easements, notations, setbacks, restrictions and right of ways as shown on the map of record in Map Book 6, Page 89, in the said Register's Office.

10. Tax Map: 126N Group: K Parcel: 006.00: 2018 County Taxes are paid in the amount of \$820.00, Receipt #17297; 2018 City Taxes are paid in the amount of \$70.00, Receipt #168; Subsequent years are a lien on this property

This title examination is issued for the sole use and benefit of William H. Cox.

Sincerely,

SMOKY MOUNTAIN TITLE

  
Douglas S. Yates

DSY:th



**EXHIBIT "A"**

**SITUATE** in the Eleventh (11<sup>th</sup>) Civil District of Sevier County, Tennessee, and within the Corporate Limits of the City of Gatlinburg, and being **Lot No. 1 of the Subdivision designated "JACK AND BLANCHE ARTHUR"** as shown by map of record in Map Book 6, Page 89, in the Register's Office for Sevier County, Tennessee.

There is further conveyed by this deed to the Grantee herein all of the right, title and interest of the Grantors in and to the area which lies between the East line of Lot No. 1 of said Subdivision and the center of Baskins Creek, which is more particularly described as follows:

**BEGINNING** on an iron pin in the West edge of Baskins Creek Road, said iron pin being the Northeast corner of Lot No. 1 of said subdivision; thence North 48 deg. 17 min. East, 46.8 ft. to a point at or near the center of Baskins Creek; thence with or near the center of Baskins Creek, South 47 deg. East, 74.4 ft. to a point at or near the center of Baskins Creek; thence South 46 deg. West, 40.9 ft. to an iron pin, said iron pin being the Southeast corner of Lot No. 1 of said subdivision; thence North 51 deg. 43 min. West, 76.81 ft. to the **POINT OF BEGINNING**. This area is conveyed to the Grantee subject to such rights as are vested in third parties to a road right of way, which is designated "Baskins Creek Road".

**BEING** the same property conveyed to William H. Cox, by Warranty Deed, from Jack A. Arthur and wife, Blanche Huff Arthur, dated June 12, 1963, of record in WD Book 141, Page 239, in the Register's Office for Sevier County, Tennessee.

**SMOKY MOUNTAIN TITLE**  
**117 JOY STREET**  
**SEVIERVILLE, TN 37862**  
**(865) 908-9869**

July 9, 2019

Mr. William H. Cox  
756 Mize Road  
Seymour, TN 37865

RE: 334 Baskins Creek Road, Gatlinburg, TN 37738  
1.4 acre tract

Dear Mr. Cox;

At your request we have examined the title to the property recorded in WD Book 488, Page 536, in the Register's Office for Sevier County, Tennessee, currently owned by William H. Cox, a single person. After searching the records for the past thirty (30) years, the above named party currently has marketable title in fee simple to this property subject to the following exceptions as of 8:00 a.m., June 24, 2019.

1. Any discrepancies, overlaps, conflicts or shortages of description, or any defects in the survey or defects revealed by an on site inspection of the property are hereby excepted.

2. This report is subject to the correctly indexed records of the Register's Office for Sevier County, Tennessee at Sevierville, and any errors therein are hereby excepted.

3. Exception is also made to any Zoning Regulations, or to any deeds, liens, leases, encumbrances, boundary line agreements, boundary line disputes, tax liens or judgments which may exist, but are not of record in the Register's Office for Sevier County, Tennessee at Sevierville.

4. In the event real property is subdivided resulting in a new tract of less than five acres, the approval of the Sevier County Planning Commission may need to be obtained.

5. This conveyance is made subject to all notes, matters, all notations, all applicable restrictions, building setback lines, all existing easements, right-of-ways and all other conditions as shown of record in the said Register of Deeds Office.

6. Subject to a Deed of Trust from William H. Cox a/k/a William Huff Cox and wife, Cynthia Charlene Cox, to Tennessee State Bank, dated December 12, 2000, filed for record on December 12, 2000 in Book 1155, Page 497, in the principal sum of \$700,000.00, as Modified on March 31, 2003 of record in Book 1665, Page 134 to add \$23,201.64 additional monies, as Modified on February 24, 2010 of record in Book 3502, Page 786 to add \$75,000.00 additional monies, as Modified on May 20, 2013 of record in Book 4117, Page 494 to add \$42,000.00 additional monies, all of record in the said Register's Office.

7. Subject to a Second Mortgage Deed of Trust from William H. Cox a/k/a William Huff Cox and wife, Cynthia Charlene Cox, to Tennessee State Bank, dated March 15, 2002, filed for record on March 15, 2002 in Book 1411, Page 286, in the principal sum of \$150,000.00, as Modified on March 31, 2003 of record in Book 1665, Page 134 to add \$23,201.64 additional monies, as Modified on February 24, 2010 of record in Book 3502, Page 786 to add \$75,000.00 additional monies, as Modified on May 20, 2013 of record in Book 4117, Page 494 to add \$42,000.00 additional monies, all of record in the said Register's Office.

8. Subject to an Assignment of Leases, Rents Profits to Tennessee State Bank of record in Book 1414, Page 650 and Book 1665, Page 136, in the said Register's Office.

9. Less & Except that property of record in WD Book 488, Page 659, in the said Register's Office.

10. Tax Map: 126N Group: K Parcel: 007.00: 2018 County Taxes are paid in the amount of \$789.00, Receipt #17298; 2018 County Taxes are paid in the amount of \$789.00, Receipt #17054; 2018 City Taxes are paid in the amount of \$70.00, Receipt #1683; 2018 City Taxes are paid in the amount of \$70.00, Receipt #1684; Subsequent years are a lien on this property

This title examination is issued for the sole use and benefit of William H. Cox.

Sincerely,

SMOKY MOUNTAIN TITLE

  
Douglas S. Yates

DSY:th

## EXHIBIT "A"

**SITUATE** in the Eleventh (11<sup>th</sup>) Civil District of Sevier County, Tennessee and within the City of Gatlinburg and being Two (2) parcels on Baskins Creek particularly described as follows:

**BEGINNING** at an iron pin in the common line of the Arthur Ogle Subdivision property, said point being at a Buckeye in the Easterly edge of the right of way of Baskins Creek Road and being the Southeastern corner of this tract; thence continuing along the common line of the Arthur Ogle Subdivision property, South 67 deg. West, 224.9 ft. to an iron pin at the "fire wall" separating this tract from the residential house and lot; thence continuing along the common line of the residential house and lot the following: North 23 deg. West, 83.0 ft. to an iron pin; South 55 deg. 40 min. West, 64.0 ft. to an iron pin; South 23 deg. East, 70.7 ft. to an iron pin in the common line of Arthur Ogle Subdivision property; thence continuing along the latter line, South 67 deg. West, 230.3 ft. to an iron pin in the Easterly edge of the right of way of Cherokee Orchard Road; thence continuing along said edge of the right of way, North 33 deg. West, 123 ft., more or less, to an iron pin; thence North 69 deg. 30 min. East, 205 ft. to an iron pin; thence North 46 deg. East, 210 ft. to an iron pin in the Easterly edge of the right of way of Baskins Creek Road; thence continuing along said edge of the following: South 51 deg. East, 100 ft. to an iron pin; South 67 deg. East, 135 ft. to the **POINT OF BEGINNING**.

**THIS** conveyance is subject to the existing driveway from Baskins Creek Road for easement of right of way jointly serving the residential house and lot. This conveyance is also subject to the right of way of Baskins Creek Road.

**BEING** a portion of the same property conveyed to William Huff Cox, by Quit Claim Deed, from Mary Alice Cox, dated December 9, 1992, of record in WD Book 488, Page 536, in the Register's Office for Sevier County, Tennessee.